

## **Scanning of Bert Moulton Abstract**

Debbie Kaye Craddock, current owner of this property, has preserved and provided this abstract.

A copy of this abstract was provided to Dale C. Maley by Shana Koehl. All pages of the abstract were scanned at high resolution.

Page 2 of the abstract is very faint, and the scanned image was almost illegible. This is a critical page of the abstract, because it essentially documents the founding of Fairbury. It documents the roles of Dr. J. Leland Miller, Caleb L. Patton, and Octave Chanute. It also documents that A.J. Cropsey was involved with early Fairbury land transactions.

Page 2 was retyped on new paper, to make it legible.

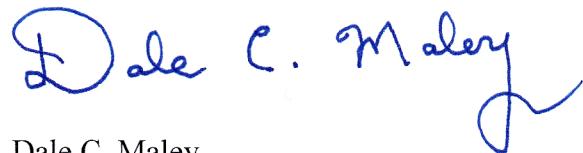
The other pages of the abstract are dark enough to give readable scans.

There was a separate legal document which was not stapled to the original Bert Moulton Abstract. This document was scanned also.

The original documents are printed on 8.5x14 inch legal paper. The resultant PDF file can be printed as a standard 8.5x11" paper file. It is probably possible to print the file on legal 8.5x14 paper as well.

The images from this high resolution scanning work were input into a PDF file. The order of this PDF file is:

1. Scanning of Bert Moulton Abstract [this sheet]
2. Retyping of Page 2
3. Bert Moulton Abstract
4. Separate legal document

A handwritten signature in blue ink that reads "Dale C. Maley". The signature is fluid and cursive, with a small flourish at the end.

Dale C. Maley  
Fairbury Historian  
November 12, 2018

ABSTRACT OF TITLE  
TO

The West Half (1/2) of Lot Four (4) in Block Twenty-three (23) in Fairbury, being located on a part of the South Half (1/2) of the South East Quarter (1/4) of Section Three (3) in Township Twenty-six (26) North, Range Six (6) East of the Third Principal Meridian.

IN LIVINGSTON COUNTY, ILLINOIS

----

Commencing with the laying out of said Town, to-wit; - January 1, 1858

United States

Patent.

to

Dated October 4, 1853.

John Leland Miller

Recorded February 24, 1860 in  
Book P Page 217.

Grants the SE 1/4 of Sec. 3, Twp. 26N., R. 6 E. of the 3rd  
P.M. containing 160 acres.

In the District of Lands subject to sale at Danville, Ill.  
Warrant 350917.

----

John Leland Miller

Warranty Deed.

to

Dated October 16, 1857.

Caleb Patton

Recorded February 24, 1858 in  
Book K Page 258.

Consideration \$1000.00

Conveys the S 1/2 of the SE 1/4 of Sec. 3, Twp. 26 N., R. 6 E.  
of the 3rd P.M.

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Plat of Fairbury

Plat entitled as in the margin  
recorded January 1, 1858 in  
Subdivision Record 1 page 42.

Isaac R. Clark, County Surveyor, certifies on October 1, 1857 that under the direction and by the order of Caleb L. Patton and Octave Chanute owners and proprietors of the SE 1/4 of Sec. 3, and a part of the NE 1/4 of Sec. 10, all in Twp. 26 N., R. 6 E. of the 3rd P.M., he did survey and subdivide and lay out into streets and alleys, blocks and lots as represented on the above plat, the above described land being the map or plat of the town of Fairbury that the distances are marked upon the plat and are true and correct as measured by him, that stakes were driven in the ground in the SE corner of said Sec. 3, as a monument to perpetuate the future surveys of the aforesaid Town of Fairbury and that the above is a true and original map.

Appended is a certificate by Caleb L. Patton and Octave, Chanute, owners of the SE 1/4 of Sec. 3, and a part of the NE 1/4 of Sec. 10, in Twp. 26 N., R. 6 E. of the 3rd P.M. in which they

**Bert Moulton original abstract.**



J. G. Stern Multon  
Frisbie -  
Wm Multon

**ABSTRACT OF TITLE**

to

W $\frac{1}{2}$  of Lot L, Blk. 23 in

Fairbury.

In Livingston County, Illinois

M. Multon Jr.

**Livingston County Abstract Co.**

(Incorporated)

J. G. WHITSON, President

South Side Square  
Pontiac, Illinois

406457

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ABSTRACT OF TITLE

TO

The West Half ( $\frac{1}{2}$ ) of Lot Four (4) in Block Twenty-three (23) in Fairbury, being located on a part of the South Half ( $\frac{1}{2}$ ) of the South East Quarter ( $\frac{1}{4}$ ) of Section Three (3) in Township Twenty-six (26) North, Range Six (6) East of the Third Principal Meridian.

IN LIVINGSTON COUNTY, ILLINOIS.

Commencing with the laying out of said Town, to-wit:- January 1, 1858.

1 United States

to

John Leland Miller.

Patent.

Dated October 4, 1853.

Recorded February 24, 1860 in Book F page 217.

Grants the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. containing 160 acres.

In the District of Lands subject to sale at Danville, Ill. Warrant #50917.

2 John Leland Miller

to

Caleb Patton.

Warranty Deed.

Dated October 16, 1857.

Recorded February 24, 1858 in Book K page 258.

Consideration \$1000.00.

Conveys the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M.

3 Plat of Fairbury.

Plat entitled as in the margin recorded January 1, 1858 in Subdivision Record 1 page 42.

Isaac R. Clark, County Surveyor, certifies on October 1, 1857 that under the direction and by the order of Caleb L. Patton and Octave Chanute owners and proprietors of the SE  $\frac{1}{4}$  of Sec. 3, and a part of the NE  $\frac{1}{4}$  of Sec. 10, all in Twp. 26 N., R. 6 E. of the 3rd P.M., he did survey and subdivide and lay out into streets and alleys, blocks and lots as represented on the above plat, the above described land being the map or plat of the town of Fairbury that the distances are marked upon the plat and are true and correct as measured by him, that stakes were driven in the ground in the SE corner of said Sec. 3, as a monument to perpetuate the future surveys of the aforesaid Town of Fairbury and that the above is a true and original map.

(1) Appended is a certificate by Caleb L. Patton and Octave Chanute, owners of the SE  $\frac{1}{4}$  of Sec. 3, and a part of the NE  $\frac{1}{4}$  of Sec. 10, in Twp. 26 N., R. 6 E. of the 3rd P.M. in which they

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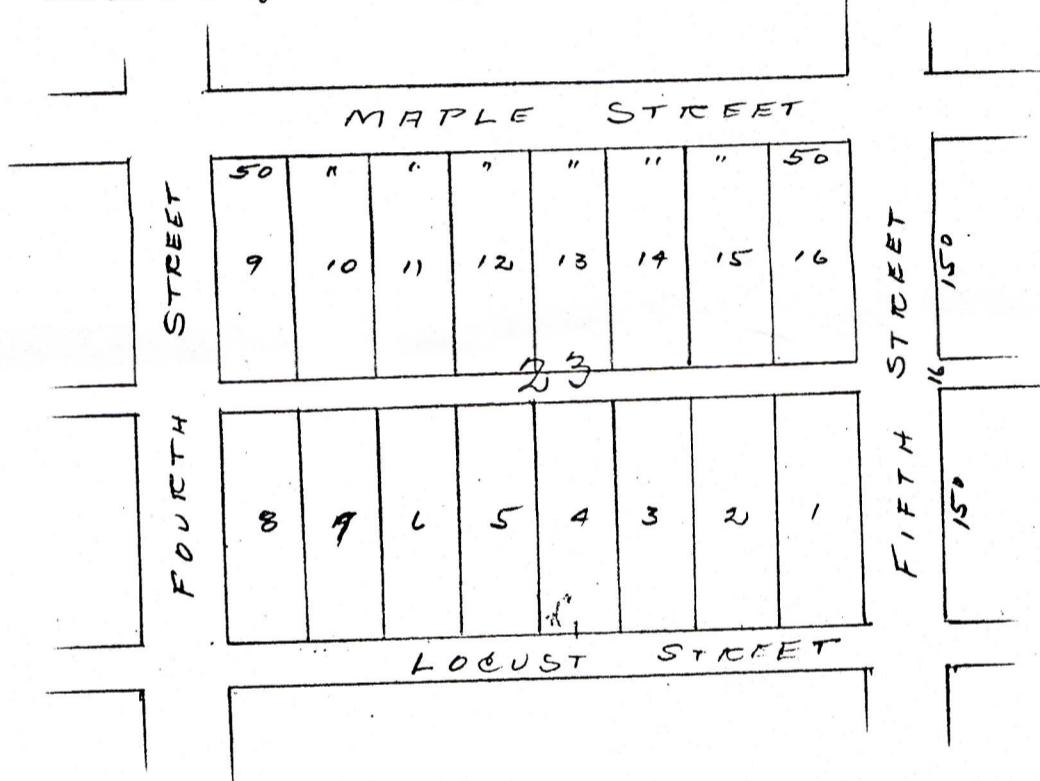
certify that the town of Fairbury as laid down and designated on the annexed map or plat has been surveyed, laid out and subdivided on the said plat by Isaac R. Clark, County Surveyor, under their direction and that the grounds as subdivided in lots, blocks, streets and alleys shown thereon are dedicated to the purposes and uses, therein designated, but the lands marked as reserved to the Peoria and Oquawka (eastern extension) Railroad Company, is reserved for its occupancy and subject to its entire control, so that no hindrance or obstruction shall ever be permitted within said bounds to the running or operation of its engines or cars nor shall any streets or crossing from one side to the other ever be made or sought to be made over any part of them, except by the company themselves and for their own use and benefit and this condition and reservation is made a part and condition of this dedication or grant and they further reserve for their own use and benefit a strip 45 feet wide on the west side of said town as shown on the plat, which shall not be subject to the occupancy or use of the public or any person without their consent and permission.

Acknowledged before Isaac R. Clark, a J.P. of Livingston Co., Ill. on December 4, 1857.

Caleb L. Patton, signs C.L. Patton.

Approved and ordered recorded by Henry Jones, County Judge, J. Angle and James P. Morgan, Associate Justices on December 31, 1857.

Block Twenty-three (23) is shown on said plat as follows:-



C. L. Patton &  
Orpha Patton,  
to  
Andrew J. Cropsey.

Bond for a Deed.  
Dated November 2, 1857.  
Recorded Hwy 22, 1858 in  
Book H page 552.  
In the penal sum of \$3000.00.

On payment of \$1500.00 the party of the first part is to convey to the party of the second part by a warranty deed an undivided one fourth interest in the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. (with other property).

(2)

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C. L. Patton &  
Orpha Patton,  
to  
Andrew J. Cropsey.

Bond for a Deed.  
Dated April 9, 1858.  
Recorded May 22, 1858 in  
Book M page 550.  
In the penal sum of \$3900.00.

On payment of \$1950, the party of the first part is to convey to the party of the second part by a Warranty Deed, the undivided one fourth interest in the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. (with other property).

9

C. L. Patton &  
Orpha, his wife,  
to  
Andrew J. Cropsey.

Warranty Deed.  
Dated May 10, 1858.  
Recorded May 22, 1858 in  
Book M page 549.  
Consideration \$2500.00.

Conveys the undivided one half interest in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. (with other property) upon which the town of Fairbury is now in part laid out.

REMARK: The first grantor acknowledges as Caleb L. Patton.

10

C. L. Patton &  
Orpha, his wife,  
to  
Octave Chanute.

Warranty Deed.  
Dated August 4, 1858.  
Recorded February 27, 1860 in  
Book Q page 9.  
Consideration \$598.00.

Conveys the undivided one half interest in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. being a part of the town of Fairbury, in accordance with a bond dated October 31, 1857.

REMARK: The first grantor acknowledges as Caleb L. Patton.

11

Orpha Patton, wife  
of Caleb L. Patton,  
to  
Andrew J. Cropsey.

Quit Claim Deed.  
Dated October 4, 1857.  
Recorded October 6, 1857 in  
Book 64 page 250.  
Consideration \$1.00.

Conveys the undivided one half of the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M.

12

Affidavit  
of  
F.M. Patton.

Subscribed and sworn to  
October 23, 1909.  
Recorded November 6, 1909 in  
Miscellaneous Record 12 page 213.

Affiant, being first duly sworn, upon his oath states that he is now and has been for 52 years last past a resident of the city of Fairbury, Livingston County, Illinois.

Further says that he is a son of Caleb L. Patton, deceased, that the Caleb L. Patton who appears as one of the parties in a Bond for a Deed given by John L. Miller to Caleb L. Patton, dated February 12, 1855, recorded March 30, 1855 in the County Recorder's office of said Livingston County in Book E page 536 agreeing to convey the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. and Caleb Patton who appears as grantee in a deed from John Leland Miller to Caleb Patton, said deed being dated Oct. 16, 1857 and recorded in the County Recorder's office of said Livingston Co., Feb. 24, 1858 in Book K page 253 said deed conveying the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. are one and the same person.

Further says that Caleb Patton who late with one Octave Chanute as owners and proprietors of the S  $\frac{1}{2}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. and a part of the NE  $\frac{1}{4}$  of Sec. 10,

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Twp. 26 N., R. 6 E. of the 3rd P.M., all in Livingston County, Ill., platted and laid out the original town of Fairbury, in the said county and State aforesaid and the C. L. Patton, who signed and acknowledged the said plat are one and the same and are the same person hereinbefore mentioned as Caleb Patton and Caleb L. Patton.

13

Further says that Caleb L. Patton, who with Orpha, his wife, appears as grantor in a certain deed conveying to Andrew J. Cropsey the undivided one half interest in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. said deed being signed C. L. Patton and being dated May 10, 1858 and recorded in the county Recorder's office of said Livingston Co., May 22, 1858 in Book M page 549 are one and the same person and one and the same person as the Caleb Patton, Caleb L. Patton and C.L. Patton heretofore mentioned as being in any way connected with the title to said premises and that the said Caleb L. Patton is identical with the said Caleb L. Patton, who with Orpha, his wife, in a Warranty Deed dated August 4, 1858 recorded in the County Recorder's office of said Livingston County on February 27, 1860 in Book Q page 9 conveyed the undivided one half interest in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 3, Twp. 26 N., R. 6 E. of the 3rd P.M. to Octave Chanute, are one and the same person, and one and the same person with the Caleb Patton, Caleb L. Patton and C. L. Patton mentioned heretofore in connection with the title to said premises. That the said Caleb L. Patton was the only person by that name who ever had any connection with the platting of the said town of Fairbury and the title to said premises.

14

Octave Chanute &  
Annie, his wife,  
to  
Andrew J. Cropsey.

Quit Claim Deed.  
Dated August 1, 1859.  
Recorded August 27, 1859 in  
Book O page 304.  
Consideration \$50.00.

Conveys Lot 4 in Block 23 in the town of Fairbury.

15

Andrew J. Cropsey &  
Maria J., his wife,  
to  
Louis Sorg.

Warranty Deed.  
Dated November 13, 1860.  
Recorded September 19, 1861 in  
Book R page 471.  
Consideration \$100.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 of Block 23 in the village of Fairbury.

16

Louis Sorg  
to  
John Sorg.

Warranty Deed.  
Dated April 12, 1861.  
Recorded September 19, 1861 in  
Book R page 470.  
Consideration \$500.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the village of Fairbury.

17

John Sorg  
to  
Gebhard Fent.

Warranty Deed.  
Dated December 9, 1863.  
Recorded September 22, 1864 in  
Book Z page 160.  
Consideration \$400.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the town of Fairbury.

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Gebhard Fent &  
Christine, his wife,  
to  
Caroline Hey.

Warranty Deed.

Dated December 9, 1863.

Recorded December 10, 1867 in

Book 34 page 179.

Consideration \$100.00.

Conveys  $8\frac{1}{2}$  feet of the East side of the W  $\frac{1}{2}$  of Lot 4 in Block 23 and 27 feet deep in the town of Fairbury.

20

Sophia Hoscheit &  
William, her husband,  
Elizabeth Dochsteiner &  
Henry, her husband, &  
John Hey, only heirs at  
law or devisee of Caroline  
Hey,  
to  
Samuel Gilbo.

Warranty Deed.

Dated January 30, 1884.

Recorded February 5, 1884 in

Book 84 page 185.

Consideration \$375.00.

Conveys  $8\frac{1}{2}$  feet off the East  
side of the W  $\frac{1}{2}$  of Lot 4 in  
Block 23 in the town of  
Fairbury (with other property).

REMARK: Second grantor does  
not acknowledge as husband  
of first grantor. Fourth  
grantor does not acknowledge  
as husband of third grantor.  
Grantors do not acknowledge  
as heirs.

21

Samuel Gilbo &  
Mary A., his wife,  
to  
Mrs. Ellen M. Smith.

Warranty Deed.

Dated February 4, 1884.

Recorded February 5, 1884 in

Book 84 page 185.

Consideration \$375.00.

Conveys  $8\frac{1}{2}$  feet off the East side of the W  $\frac{1}{2}$  of Lot 4 in  
Block 23 in the original town of Fairbury, (with other property).

22

Ellen M. Smith, unmarried,  
to  
David Wright.

Warranty Deed.

Dated March 1, 1886.

Recorded March 4, 1886 in

Book 86 page 526.

Consideration \$675.00.

Conveys  $8\frac{1}{2}$  feet off the East side of the W  $\frac{1}{2}$  of Lot 4 27 feet  
deep fronting on Locust Street in the town of Fairbury (with other  
property).

REMARK: Grantor does not acknowledge as unmarried.

23

David Wright  
to  
Ellen M. Smith.

Mortgage. *R 0 24*

Dated March 4, 1886.

Recorded March 5, 1886 in

Book 50 page 263.

To secure one note of even date for \$300 due in six months.  
Conveys  $8\frac{1}{2}$  feet off the East side of the W  $\frac{1}{2}$  of Lot 4 27 feet  
deep fronting on Locust Street in the town of Fairbury (with other  
property).

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24

Ellen M. Smith  
to  
David Wright.

Release #23  
Dated September 6, 1886.  
Recorded September 20, 1886 in  
Book 39 page 24.  
Consideration \$1.00.

Releases all right, title, claim, interest or demand acquired by a Mortgage dated March 4, 1886 and recorded in Book 50 at page 263 to the premises therein described, to-wit:- 8 $\frac{1}{2}$  feet of the East side of the W  $\frac{1}{2}$  of Lot 4 in Block 23 extending 27 feet back from Locust Street in the town of Fairbury (with other property).

25

Gibhard Fent &  
Christina, his wife,  
to  
Hattie A. Duffy.

Mortgage. #24  
Dated July 6, 1871.  
Recorded July 8, 1871 in  
Book 14 page 205.  
To secure one note of even date  
for \$300 due in one year.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury except and reserves the following described part:- commencing in the center of said Lot 4 and running North 27 feet, thence West 8 $\frac{1}{2}$  feet, thence South 27 feet, thence East 8 $\frac{1}{2}$  feet to the place of beginning.

26

Hattie A. Duffy  
to  
Gibhard Fent.

Release. #25  
Dated July 8, 1872.  
Recorded July 11, 1872 in  
Book 55 page 74.  
Consideration \$1.00.

Releases all right, title, claim, interest or demand acquired by a Mortgage dated July 6, 1871 and recorded in Book 14 at page 205 to the premises therein described.

27

Gebhart Fent  
to  
Jackson B. Young.

Warranty Deed.  
Dated July 21, 1873.  
Recorded July 23, 1873 in  
Book 60 page 68.  
Consideration \$1500.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury except a strip 8 $\frac{1}{2}$  feet wide off the East side of said half Block (with other property). Mining rights reserved, etc.

28

Jackson B. Young &  
Lydia L., his wife,  
to  
Christine Fent.

Quit Claim Deed.  
Dated July 22, 1873.  
Recorded July 23, 1873 in  
Book 48 page 371.  
Consideration \$1500.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury, except a strip 8 $\frac{1}{2}$  feet wide of the East side of said half block (with other property).

29

Christine Fent, widow,  
to  
David Wright.

Warranty Deed.  
Dated November 5, 1886.  
Recorded November 8, 1886 in  
Book 88 page 247.  
Consideration \$175.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 except 8 $\frac{1}{2}$  feet plus 27 feet off the East side of said W  $\frac{1}{2}$  of said Lot 4 in the original town of Fairbury.

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David Wright &  
Margaret, his wife,  
to  
Trustees of Twp. 26 N.,  
R. 6.

Mortgage. <sup>11/21</sup>  
Dated July 19, 1890.  
Recorded July 21, 1890 in  
Book 56 page 126.  
To secure one note of \$300 due  
in 3 years.  
Conveys Lot 4 in Block 23 in the town of Fairbury.

30

Trustees of Schools  
of Twp. 26 R. 6,  
to  
David Wright.

Release  
Dated May 5, 1892.  
Recorded May 5, 1892 in  
Book 98 page 530.  
Consideration \$1.00.

Releases all right, title, claim, interest or demand acquired by a Mortgage dated July 19, 1890 and recorded in Book 56 at page 126 to the premises therein described.

REMARK: Signed J. W. Beers, Treasurer of Twp. 26 R. 6 and acknowledged by J. W. Beers, Trustee.

31

David Wright &  
Margaret, his wife,  
to  
John B. Reis.

Warranty Deed.  
Dated June 14, 1892.  
Recorded June 27, 1892 in  
Book 102 page 483.  
Consideration \$725.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury.

32

John B. Reis &  
Maggie, his wife,  
to  
O. S. Westervelt, Trustee  
for Fairbury Building &  
Loan Association.

Trust Deed. <sup>11/22</sup>  
Dated June 15, 1892.  
Recorded June 27, 1892 in  
Book 64 page 519.  
To secure one note of even date  
for \$800 payable in monthly  
installments.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury.

33

O. S. Westervelt, Trustee  
of Fairbury Building &  
Loan Association  
to  
John B. Reis.

Release. <sup>11/23</sup>  
Dated September 5, 1892.  
Recorded September 12, 1892 in  
Book 101 page 112.  
Consideration \$1.00.

Releases all right, title, claim, interest or demand acquired by a Trust Deed dated June 15, 1892 and recorded in Book 64 at page 519 to the premises therein described, to-wit: the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town of Fairbury.

34

John B. Reis &  
Maggie, his wife,  
to  
W. G. Scouler.

Warranty Deed.  
Dated - - - - -.  
Acknowledged September 3, 1892.  
Recorded September 12, 1892 in  
Book 102 page 554.  
Consideration \$350.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 original town, now village of Fairbury.

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W. G. Scouler  
to  
Mrs. Maggie Scouler.

Warranty Deed.

Dated September 12, 1892.

Recorded September 12, 1892 in

Book 102 page 553.

Consideration \$1.00.

Conveys the W  $\frac{1}{2}$  of Lot 4 in Block 23 in the original town  
now village of Fairbury.

37

Certified Copy of certain proceedings had in the matter  
of the estate of Margaret Scouler, deceased, from the Probate  
Court of Cook County, Illinois, recorded January 27, 1937 in  
Miscellaneous Record 31 page 25 in the office of the Circuit Clerk  
and Ex-Officio Recorder of Livingston County, Illinois.

Petition of Helen M. Barrie, subscribed and sworn to April 1,  
1927 and filed April 6, 1927 represents that on the 17th day of  
February A.D. 1927 Margaret Scouler departed this life leaving a  
last will and testament, duly signed and attested, as petitioner  
believes, which he now presents for probate. That said testatrix  
in said will nominated petitioner executrix thereof. That William  
G. Scouler nominated in the will for the office of Executor  
departed this life heretofore, leaving surviving petitioner nominated  
in said will.

That said deceased left property and effects as follows:- Personal  
estate not to exceed in value \$1,500; real estate not registered  
under Torrens Act, not to exceed in value \$18,000.

That said Testatrix left visible estate more than sufficient  
to pay her debts. That the value of the whole estate of said de-  
ceased does not exceed \$19,500.00. That said deceased left her  
surviving:

Names	Relationship	Residence.
Helen M. Barrie	daughter	910 No. Ridgeland Ave., Oak Park, Illinois.
Thomas D. Scouler	grandson	Fairbury, Illinois.
Elizabeth H. Scouler	granddaughter	1135 Fuller Ave., Hollywood, California.

her only heirs at law. Prays that will may be probated and  
letters testamentary be granted to her.

#### LAST WILL

I, Margaret Scouler, a widow, of the city of Chicago, County of Cook and State of Illinois, being of sound and disposing mind and memory, do hereby make, publish and declare my last will and testament in manner following (hereby revoking any and all wills heretofore made by me), that is to say:

FIRST: I direct that all my just debts and funeral expenses shall be paid by my executors hereinafter named as soon after my death as conveniently may be.

SECOND: I give and bequeath all of my clothing, jewelry, books, pictures, household goods, furnishings, silverware, bric-a-brac and personal trinkets and effects of like nature, to my beloved daughter, Helen M. Barrie.

THIRD: I give, devise and bequeath all the rest, residue and remainder of the estate of which I may die seized or possessed, both real, personal and mixed, of whatever kind and character, and wheresoever the same may be situated (including all lapsed legacies) to my beloved Daughter, Helen M. Barrie, and my beloved son, William G. Scouler, to Have and to Hold the same, nevertheless, upon the following trusts, that is to say:

(a) To enter into, take possession of, receive, hold, manage, control, collect, sue for, repair, improve, exchange, sell (for cash or on credit), lease for a short or long term not exceeding 99 years from the date of any lease (including the power to make leases with or without revaluation and to commence in possession on a future day) and convey the same, or any part thereof, as to them shall seem proper, and to collect the rents, issues and profits

(8)

thereof; to invest and re-invest the same and the proceeds therefrom, or from any part thereof, in real estate and in the improvement of such real estate in municipal or Government bonds or in the bonds or other obligations of any railroad or other corporation, in income bearing stocks, mortgages, or my other securities and property, and to sell, collect, sue for, alter and change the investments thereof until the final and complete distribution and payment thereof, as hereinafter provided, it being my intention that the said Trustees, in the management of said trust estate and in its investment and re-investment, shall have as complete power to select investments as I could or might have had if I had remained living; and, for the purpose of carrying out the powers conferred in this paragraph, said trustees, or the survivor of them, shall have full power to execute and deliver all necessary and proper conveyances, mortgages, deeds or other instruments.

Said Trustees, and the survivor of them, shall also have power to settle or compromise, in their absolute discretion, any claims, debts or demands due or owing to or from them as Trustees hereunder.

My said Trustees, and the survivor of them, are further expressly authorized and empowered to continue the said trust estate invested in the same manner and in the same securities or property (or in any increase thereof) in which it may be invested when received by said Trustees. And said trustees, and the survivor of them, shall not be personally liable with respect to any matter or thing done under any of the provisions of this will unless they, or the survivor of them, shall be guilty of gross negligence in the premises.

(b) To pay all costs, charges and expenses of said trust estate and management, including reasonable compensation to said Trustees for their services herein.

(c) This trust shall terminate upon the last day of the 20th year after the date of my death, or at such time prior thereto when the survivor of my said son, William G. Scouler and my said daughter Helen M. Barrie shall have died, whichever event shall first occur.

(d) Until the termination of this trust, as above provided, the net income from my trust estate from time to time remaining in the hands of said Trustees, shall be paid by said Trustees as follows:

1. Until the last day of the 10th year after the date of my death said entire net income shall be paid to my son William G. Scouler, and my daughter, Helen M. Barrie, share and share alike, and to the survivor of them; provided, however, that if either my said son or my said daughter shall die leaving lawful issue him or her, as the case may be, surviving, such lawful issue from time to time so surviving shall receive the share of such net income which such deceased son or daughter of mine, as the case may be, would have received if living, per stirpes.

2. From and after the last day of the 10th year after my death the entire net income from the portion, or the whole (as the case may be) of my trust estate then remaining in the hands of said Trustees, shall be paid to my son William G. Scouler, if living, and if not living, then to the lawful issue of my said son from time to time surviving, per stirpes. And if neither my said son nor any lawful issue of my said son shall be living, then and in that event such net income shall be paid to my said daughter Helen M. Barrie.

(e) Upon the last day of the 10th year after my death, said Trustees shall forthwith pay over, convey and deliver to my said daughter, Helen M. Barrie, if she shall be then living, one half of the principal, or corpus of my trust estate as the same shall be then constituted, as her own absolute property free from andy and all trusts hereunder. And in case my said daughter shall not be then living, but shall have left her surviving, lawful issue who shall be then living, such lawful issue of my said daughter Helen so surviving shall receive the share of the corpus of my trust estate which my said daughter Helen would have received if living, per stirpes.

(f) Upon the termination of this trust, as provided in the foregoing paragraph "(c)" of this Article "THIRD" of my will, said Trustees shall forthwith pay over, convey and deliver the portion, or the whole, (as the case may be) of my trust estate then remaining in the hands of said trustees as the same may be then constituting, to my son, William G. Scouler, if he is then living, and if he is not then living, to the lawful issue of my said son, if any, who shall be then living, per stirpes.

In case neither my said son, William G. Scouler, nor any lawful issue of my said son shall be then living, then and in that event, said trust estate as then constituted shall be paid over, conveyed and delivered to my daughter, Helen M. Barrie, if she shall be then living, and if she is not then living, then and in that event to the lawful issue of my said daughter, if any, who shall be then living, per stirpes.

In case neither my said son William nor my said daughter Helen nor any lawful issue of either my said son or my said daughter shall be living at the termination of the trust, as aforesaid, then and in that event my said trust estate as the same shall be then constituted shall be paid over, conveyed and delivered to my grandchildren, Thomas D. Scouler and Elizabeth H. Scouler, share and share alike, and to the survivor of them.

(g) In case my daughter Helen shall not survive me or survive me shall die prior to the last day of the 10th year after the date of my death without leaving lawful issue her surviving, then and in either of such events I direct that there shall be paid to her husband, J.M. Barrie, if he is then living, out of the corpus of my trust estate, upon my death in the one case, and upon the death of my said daughter after my death in the other case, the sum of \$500.00.

(h) I expressly direct that in case of illness, misfortune or necessity occurring at any time to either my said son William or my said daughter Helen, that my said Trustees, may, from time to time in their absolute and uncontrolled discretion use such sum or sums from the principal of my trust estate for the benefit of either my said son or my said daughter as to them may seem necessary or expedient under the circumstances or exigencies of the occasion and the payment of any portion or portions of the principal of my trust estate by my said Trustees for the benefit of either of my said son or my said daughter pursuant to the above provisions shall be binding and conclusive upon all my heirs, devisees and beneficiaries hereunder.

(i) No general words used in this will such as "lawful issue" shall be construed to include the adopted child of any person whomsoever.

(j) The various interests by this will created, in either principal or income, shall not be grantable, transferable or otherwise assignable by anticipation, either by the voluntary or involuntary act of the respective beneficiaries or by operation of law, and said interests, or any part thereof, shall in no way or manner be liable for or be liable to be taken for any debt, liability or contract of the respective beneficiaries, whenever created, or to be applied in any way or manner to the payment thereof; it being my intention to assure the payment of said income during the terms specified and the distribution of principal as specified to the respective beneficiaries for their own individual use and benefit, and to limit their respective rights hereunder to such sums only as may become payable to them as above provided.

FOURTH: I hereby nominate and appoint my said son, William G. Scouler, and my said daughter, Helen M. Barrie, Executors of this my last will and testament, and I direct that no bond shall be required of them as such, and I give unto the said William G. Scouler and Helen M. Barrie as such executors, or to the survivor of them, full power and authority to sell the whole or any part of my said estate, real, personal and mixed, for such prices, on such terms and to such parties as my said executors shall deem meet; to settle and compound any and all claims, either in favor of or against my estate, upon such terms as to them may seem fit; and, for the purposes aforesaid, to execute and deliver all necessary and proper conveyances, and to give full receipts and discharges.

IN WITNESS WHEREOF, I have set my hand and seal to this my

last will and testament, consisting of 7 typewritten pages, this included, on the margin of each of which (except this page) I have attached my signature for greater security and better identification this 15th day of January A.D. 1919.

Margaret Scouler (SEAL)

We hereby certify that the aforesaid instrument was, on the day of the date thereof, signed, sealed, published and declared by Margaret Scouler, the Testatrix, as and for her last will and testament, in our presence, who, at her request and in her presence and in the presence of each of us, have subscribed our names hereto as witnesses of the execution thereof.

James M. Hills, 1324 E. 50th St., Chicago, Illinois.  
Sidney F. Underwood, 5714 Blackstone Ave., Chicago, Ill.

D. O. Dunbar, Wheaton, Illinois.

Proved and admitted to record May 5, 1927.

UNITED STATES OF AMERICA Mitchell C. Robin, Clerk.

State of Illinois )  
County of Cook ) :ss

Probate Court of Cook County  
May Term A.D. 1927 the 5th day of May  
A.D. 1927 court being in session.

Present Hon. Henry Horner, Judge of the Probate Court of Cook County.

Attest: Mitchell C. Robin, Clerk of the Probate Court of Cook County.

In the matter of the last will and)  
testament of Margaret Scouler, ) Proof of Will and Issue of  
deceased. ) Letters Testamentary.

This day came Helen M. Barrie, County of Cook in the State of Illinois, and produced in court an instrument in writing, purporting to be the last will and testament of Margaret Scouler, deceased, which instrument and her petition, duly verified, praying that said will might be admitted to probate, and that letters Testamentary thereon might be issued to her the executor named therein, were heretofore filed in this court the hearing upon which was set for this day. And it appears that notice of such hearing was given as by statute required.

And it appearing to the court from said petition that Margaret Scouler of Oak Park in said county, departed this life on the 17th day of February 1927 leaving said writing as and for her last will and testament; and thereupon James M. Hills and Sidney F. Underwood, the subscribing witnesses to said will appeared, and in open court, on oath testified that they were present at the execution of said will, and saw the said Margaret Scouler sign said will in their presence and heard her declare the same to be her last will and testament; that they subscribed their names thereto, as witnesses, in the presence of, and at the request of said testatrix and in the presence of each other, and that they believed the said testatrix was of sound mind and memory, and of lawful age at the time of signing said will, which testimony was reduced to writing by a shorthand reporter, and a transcript thereof filed with said instrument, the signatures of the said witnesses thereto being waived by the court.

And it appearing to the court from said testimony that said will was duly executed and attested according to law, and that the said testatrix was of sound disposing mind and memory, and otherwise competent to make her will at the time of signing the same; it is ordered that said will be received and recorded as the last will and testament of the said Margaret Scouler, deceased.

And it is further ordered that letters testamentary on said will be issued to the said Helen M. Barrie, executrix named in said will upon her filing her bond as such executrix in the penal sum of \$3,000 conditioned as the law directs. Thereupon said Helen M. Barrie presents her said bond duly executed without surety, surety being waived by said will and takes and subscribes the oath of office as such executrix.

And the court having examined and approved said bond, it is ordered that letters testamentary be issued accordingly.

Letters Testamentary issued May 5, 1927 to Helen M. Barrie, executrix of the last will and testament of Margaret Scouler, deceased.

State of Illinois )  
:ss  
County of Cook )

BE IT REMEMBERED, That on the 9th day of April A.D. 1927 the same being one of the days of the April Term, 1927 of the Probate Court of Cook County, present thereat:

Honorable Henry Horner, Judge.  
John E. Traeger, Sheriff.  
Mitchell C. Robin, Clerk.

The following, among other proceedings, were by and before said court had, and entered of record, to-wit:

April 9, 1927.

In the matter of the estate of )  
Margaret Scouler, deceased. )

The court having heard the testimony of Helen M. Barrie a witness of lawful age, produced, sworn and examined in open court, finds from such testimony, that the above decedent died, leaving her surviving: 1. Helen M. Barrie, widow of John Barrie, her daughter; 2. Thomas D. Scouler and Elizabeth M. Scouler, children and heirs at law of Thomas Scouler, who was a son of Margaret Scouler, deceased, and who died before her death; HER ONLY HEIRS AT LAW AND NEYK OF KIN.

Inventory of the estate of Margaret Scouler, deceased, filed and approved January 4, 1929 mentions the W  $\frac{1}{2}$  of Lot 4 in Block 23 of the original town, now village of Fairbury, situated in the county of Livingston in the State of Illinois; also the E  $\frac{1}{2}$  of Lot 5 in Block 23 original town, now village of Fairbury, situated in the county of Livingston in the State of Illinois, (with other property in Minnesota and Colorado).

State of Illinois )  
:ss  
County of Cook )

BE IT REMEMBERED, That on the 9th day of February A.D. 1929 the same being one of the days of the February Term, 1929 of the Probate Court of Cook County present thereat:

Honorable Henry Horner, Judge.  
John E. Traeger, Sheriff.  
Mitchell C. Robin, Clerk.

The following, among other proceedings, were by and before said court had, and entered of record, to-wit:

IN THE MATTER OF THE ESTATE OF )  
MARGARET SCOULER - DECEASED )

This day came Helen M. Barrie, executrix of the last will and testament of Margaret Scouler, deceased, and presented to the court and filed herein her final account with said estate,

And it appearing to the court that more than one year has elapsed since the granting of letters herein; that the appearance and consent of all heirs at law and sole surviving Trustee, who is residuary legatee, have been filed herein; that all assets in said estate have been collected; that the specific legacy to said Helen M. Barrie has lapsed, property not in existence; that court costs and costs of administration have been paid; that the balance

of said estate has been retained by said executrix as trustee;

IT IS ORDERED BY THE COURT that said Final Account be approved and recorded herein; that said executrix be discharged and the estate declared settled.

Mitchell C. Robin, Clerk of the Probate Court of Cook County and the keeper of the records and filed thereof, in the State of Illinois, certifies on January 21, 1937 that the annexed and foregoing is a true and correct copy of Petition filed on the 6th day of April A.D. 1927; the last will and testament of Margaret Scouler, deceased; Order of court entered herein on the 5th day of May A.D. 1927; Letters testamentary issued her in to Helen M. Barrie on the 5th day of May A.D. 1927; Order of court entered on the 9th day of April A.D. 1927; Inventory approved on the 4th day of January A.D. 1929; Order of court entered herein on the 3rd day Margaret Scouler deceased, as appears from the originals on file and from records of the Probate Court in his office. Seal attached

- - -

Helen M. Barrie,  
Surviving Trustee under  
the Last Will and Estate  
of Margaret Scouler,  
deceased,

to  
Herman Huber.

38

Trustee's Deed.

Dated February 19, 1937.

Recorded February 24, 1937 in  
Book 211 page 94.

Consideration \$2200.00.

WHEREAS, Margaret Scouler by her  
Last Will and Testament dated  
January 15, 1919, bequeathed

and devised in paragraph marked THIRD of said Will all the rest, residue and remainder of the estate of which testatrix died seized or possessed of, both real or personal unto Helen M. Barrie, a daughter, and William G. Scouler, a son, to have and to hold the same in and upon trusts for certain uses and purposes contained and set forth in said paragraph marked THIRD, and

WHEREAS, the said Helen M. Barrie and William G. Scouler, as Trustees, nominated in said will were duly authorized and empowered to sell and dispose of any part of said estate as to them should seem proper, and

WHEREAS, it was provided in said will that for the purpose of carrying out the powers conferred in paragraph THIRD of said Will, said Trustees, or the survivor of them, should have full power to execute and deliver all necessary and proper conveyances, mortgages, deeds or other instruments, and

WHEREAS, the said Last Will and Testament of Margaret Scouler, deceased, was duly admitted to probate in the Probate Court of Cook County, Illinois, on the 5th day of May, 1927, and is of record in said Probate Court, and

WHEREAS, since the probate thereof, the said William G. Scouler, one of the said named Trustees, departed this life leaving Helen M. Barrie alone in the discharge of said trust and empowered to act under the said Will as sole and surviving Trustee;

NOW, THIS INDENTURE ITINELBEN : That in consideration of the sum of \$2200.00 paid by Herman Huber, purchaser, the receipt whereof is hereby acknowledged, Helen M. Barrie, as surviving Trustee under the Last Will and Estate of Margaret Scouler, deceased, in accordance with and pursuant to the trust provision of the Last Will of Margaret Scouler, deceased hereby gives, grants, bargains, sells and conveys unto the said Herman Huber, the following described real estate, to-wit: The N  $\frac{1}{2}$  of Lot 4 in Block 23 in Fairbury, being located on a part of the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 3, in Twp. 26 N., R. 6 E. of the 3rd P.M. in Livingston County, Illinois (with other property).

Revenue stamps in amount of \$2.50 affixed and canceled.

39

62540

Thomas D. Scouler, divorced  
and now unmarried and  
Elizabeth M. Cooley (formerly  
Scouler) &  
John V. Cooley, her husband,  
to  
Herman Huber.  
in Twp. 26 N., R. 6 E. of the 3rd P.M., (with other property).

Quit Claim Deed  
Dated February 19, 1937.  
Recorded April 13, 1942 in  
Book 220 page 56.  
Consideration \$1.00.  
The W  $\frac{1}{2}$  of Lot 4 in Block 23 in  
Fairbury, being located on a  
part of the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Sec. 3,

41

Herman Huber &  
Deena, his wife,  
to  
Harold J. Finnegan.

Quit Claim Deed.  
Dated April 10, 1942.  
Recorded April 13, 1942 in  
Book 219 page 152.  
Consideration \$1.00.

42

The W  $\frac{1}{2}$  of Lot 4 in Block 23 in Fairbury, being located on a  
part of the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Sec. 3, in Twp. 26 N., R. 6 E. of the 3rd  
P.M. (with other property).

43

Harold J. Finnegan,  
a bachelor,  
to  
Herman Huber &  
Deena Huber, husband & wife,  
as joint tenant and not as  
tenant in common.

Quit Claim Deed.  
Dated April 10, 1942.  
Recorded April 13, 1942 in  
Book 219 page 153.  
Consideration \$1.00  
The W  $\frac{1}{2}$  of Lot 4 in Block 23 in  
Fairbury, being located on a  
part of the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Sec. 3,  
in Twp. 26 N., R. 6 E. of the  
3rd P.M. (with other property).

44

The Books of the County Treasurer and Ex-Officio County  
Collector show 1956 taxes on the W  $\frac{1}{2}$  of Lot 4 and the E  $\frac{1}{2}$  of Lot 5  
in Block 23, Fairbury assessed in the name of Herman and Deena  
Huber which are in two installments of \$62.78 each.

The first installment is shown paid May 1, 1957 and the second  
is shown unpaid.

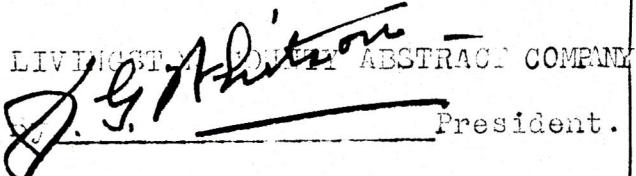
State of Illinois )  
:ss  
Livingston County )

We hereby certify that we have  
examined the records of said County and have noted on the fore-  
going Abstract of Title all Conveyances, Mortgages, Judgments,  
Levies, Mechanics' Liens or Tax sales which appear thereon which  
in any way effect the title to said premises from the laying out of  
said Town, to-wit:- January 1, 1853 to the present time.

This examination consists of fourteen pages, numbered from one  
to fourteen, both inclusive.

The instruments mentioned herein are regular in form, sign-  
ture and acknowledgment and recite a valuable consideration unless  
otherwise specified.

Dated at Pontiac, Illinois, this 6th day of June A.D. 1957 at  
5 o'clock P.M.

LIVINGSTON COUNTY ABSTRACT COMPANY  
  
President.

(14)

62540

Thomas D. Scouler, divorced  
and now unmarried and  
Elizabeth M. Cooley (formerly  
Scouler) &  
John V. Cooley, her husband,  
to  
Herman Huber.  
  
in Twp. 26 N., R. 6 E. of the 3rd P.M.,

Quit Claim Deed  
Dated February 19, 1937.  
Recorded April 13, 1942 in  
Book 220 page 56.  
Consideration \$1.00.  
The W  $\frac{1}{2}$  of Lot 4 in Block 23 in  
Fairbury, being located on a  
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41

Herman Huber &  
Deena, his wife,  
to  
Harold J. Finnegan.

Quit Claim Deed.  
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Recorded April 13, 1942 in  
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Consideration \$1.00.

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P.M. (with other property).

43

Harold J. Finnegan,  
a bachelor,  
to  
Herman Huber &  
Deena Huber, husband & wife,  
as joint tenant and not as  
tenant in common.

Quit Claim Deed.  
Dated April 10, 1942.  
Recorded April 13, 1942 in  
Book 219 page 153.  
Consideration \$1.00.  
The W  $\frac{1}{2}$  of Lot 4 in Block 23 in  
Fairbury, being located on a  
part of the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Sec. 3,  
in Twp. 26 N., R. 6 E. of the  
3rd P.M. (with other property).

44

The Books of the County Treasurer and Ex-Officio County  
Collector show 1956 taxes on the W  $\frac{1}{2}$  of Lot 4 and the E  $\frac{1}{2}$  of Lot 5  
in Block 23, Fairbury assessed in the name of Herman and Deena  
Huber which are in two installments of \$62.70 each.

The first installment is shown paid May 1, 1957 and the second  
is shown unpaid.

State of Illinois )  
:ss  
Livingston County )

We hereby certify that we have  
examined the records of said County and have noted on the fore-  
going Abstract of Title all Conveyances, Mortgages, Judgments,  
Levies, Mechanics' Liens or Tax sales which appear thereon which  
in any way effect the title to said premises from the laying out of  
said Town, to-wit:- January 1, 1853 to the present time.

This examination consists of fourteen pages, numbered from one  
to fourteen, both inclusive.

The instruments mentioned herein are regular in form, sign-  
ature and acknowledgment and recite a valuable consideration unless  
otherwise specified.

4

The Books of the County Treasurer and Ex-Officio County  
Collector show 1957 taxes on the W  $\frac{1}{2}$  of Lot 4, Block 23 in Fairbury  
assessed in the name of Bertice W. Moulton, Jr., which are in two  
installments of \$10.21 each.

Both installments are shown paid April 28, 1958.

63853

ABSTRACT OF TITLE

TO

The West Half ( $\frac{1}{2}$ ) of Lot Four (4) in Block Twenty-three (23)  
in Fairbury.

IN LIVINGSTON COUNTY, ILLINOIS.

-----  
Last examination June 6, 1957 at 5 o'clock P.M.  
-----

1 The second installment of 1956 taxes is shown paid.  
-----

Herman Huber &  
Deena Huber, husband and  
wife, each conveying in  
his and her own individual  
right and as the spouse  
of each other,  
to  
Bertice W. Moulton, Jr.

Warranty Deed.  
Dated June 24, 1957.  
Recorded November 4, 1957 in  
Book 275 page 76.  
Consideration \$10.00 etc.  
Conveys the  $\frac{1}{2}$  of Lot 4 in Block  
23 in the Original Town of  
Fairbury, Illinois, subject to  
1957 taxes.

Revenue stamps in amount of \$1.65 affixed and cancelled.  
-----

2 Bertice W. Moulton, Jr. &  
Edith Louise, his wife,  
to  
Wm. G. Follmer, as Trustee.  
  
3 Trust Deed.  
Dated November 1, 1957.  
Recorded November 4, 1957 in  
Book 170 page 259.  
  
To secure one note of even date  
herewith for \$6600.00 falling due in monthly installments of \$50  
each, on the first day of each month thereafter on the principal  
thereof, plus interest accruing thereon at the rate of  $5\%$  interest  
per annum until due November 1, 1962, any balance then remaining  
unpaid becomes due and payable. Said notes are to draw  $7\%$   
interest per annum after due and payable at First State Bank of  
Forrest, Forrest, Illinois. Prepayment of principal permitted  
without penalty or fee.  
Conveys the  $\frac{1}{2}$  of Lot 4 in Block 23 in the Original Town of  
Fairbury.

4 The Books of the County Treasurer and Ex-Officio County  
Collector show 1957 taxes on the  $\frac{1}{2}$  of Lot 4, Block 23 in Fairbury  
assessed in the name of Bertice W. Moulton, Jr., which are in two  
installments of \$10.21 each.  
Both installments are shown paid April 28, 1958.

-----  
(1)

**Other separate legal document is on the following pages.**



**WARRANTY DEED**  
STATUTORY FORM

DOCUMENT NUMBER

**271099**

STATE OF ILLINOIS, } ss.  
County of Livingston, }

This instrument was filed for record in  
the Recorder's office of Livingston County,  
aforesaid, on

**NOV - 4 1957**

at 9:00 o'clock A.M., and

recorded in book 275

OF DEEDS

on page 76

*Maurice T. Cof*  
Recorder of Deeds.

Herman Huber and Daena Huber,

TO

Bertice W. Moulton, Jr.

Mail to.....

**FIRST STATE BANK OF FORREST**  
**FORREST, ILL**

Fee.....

For use in Livingston County. Can be procured  
from Circuit Clerk and Recorder.

Document No. 271099

Filed and Recorded NOV - 4 1957 at 9<sup>00</sup> o'clock a.m.*Maurice T. Cof*

Recorder of Deeds.

## WARRANTY DEED—STATUTORY FORM

THE GRANTORS, HERMAN HUBER and DEENA HUBER, husband and wife each conveying in his and her own individual right and as the spouse of each other,

of the City of Fairbury in the County of Livingston and State of Illinois  
for and in consideration of TEN DOLLARS and other good and valuable considerations,  
in hand paid,  
CONVEY and WARRANT to BERTICE W. MOULTON, JR.

of the Village of Forrest County of Livingston and State of Illinois  
the following described real estate, to-wit:

West One-Half of Lot Four in Block Twenty-Three in the  
Original Town of Fairbury, Illinois, subject to 1957 taxes,



Dated this 24th day of June, A. D. 1957

*Herman Huber* (SEAL)

*Deena Huber* (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS, } ss.  
County of Livingston, I,

Neale Hanley

a Notary Public in and for said County, in the State aforesaid, do hereby certify that HERMAN HUBER and DEENA HUBER, husband and wife each conveying in his and her own individual right and as the spouse of each other,

personally known to me to be the same persons whose name s are  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that they signed, sealed and delivered the said  
instrument as their free and voluntary act, for the uses and  
purposes therein set forth, including the release and waiver of the right of  
homestead.

Given under my hand and Notarial seal, this 24th  
day of June, A. D. 1957

*Neale Hanley*  
Notary Public

326279

STATE OF ILLINOIS  
LIVINGSTON COUNTY } ss.

FILED FOR RECORD

This 25<sup>th</sup> Day of Oct. A.D. 1967

At 9:25 o'clock

A.M.

Recorded in Deed

Record No. 313 At Page 105

COUNTY CLERK AND RECORDER

J.W. Clg.

R: First State Bank of Durand

Document No. 326279

Filed and Recorded OCT 25 1967 at 9<sup>25</sup> o'clock A.M.*Ira D. Gray* RecorderSTATE OF ILLINOIS,  
COUNTY OF Livingston } ss.

KNOW ALL MEN BY THESE PRESENTS, That

R. D. Hippen, successor trustee,

of Forrest in the County of Livingston in the State of Illinois  
for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof  
is hereby confessed, do hereby remise, convey, release and quit claim unto

Bertice W. Moulton Jr. and Edith Louise Moulton, his wife,

of Fairbury in the County of Livingston in the State of Illinois  
all the right, title, interest, claim or demand, whatsoever he may have  
acquired in, through or by a certain deed bearing date the first day of November  
A. D. 19 57, and recorded in the Recorder's Office of Livingston County, in the State of  
Illinois as Document No. 271100 in Book 170 of Mortgages  
page 259, to the premises therein described, as follows, to wit:The West one-half ( $\frac{1}{2}$ ) of Lot Four (4) in Block Twenty-three  
(23) in the Original Town of Fairbury.situated in Fairbury County of Livingston and  
State of Illinois, together with all the appurtenances and privileges thereunto belonging  
or appertaining. All the notes secured by said trust deed have been paid, canceled and surrendered.WITNESS my hand and seal, this Nineteenth day of  
October, A. D. 19 67

(SEAL)

(SEAL)

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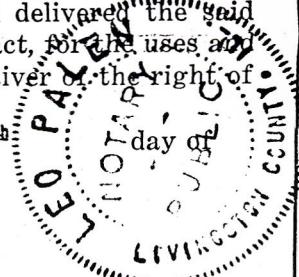
NOTE: SB 920 approved 7/23/59 requires that the names of persons signing deed be typed or printed below or to side of all signatures including Notary Public.

STATE OF ILLINOIS, } ss.  
COUNTY OF Livingston I, the undersigned, a Notary Public in and for the County and  
State aforesaid, DO HEREBY CERTIFY, that

R. D. Hippen, successor trustee,

personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in per-  
son and acknowledged that he signed, sealed and delivered the said  
instrument as his free and voluntary act, for the uses and  
purposes herein set forth, including the release and waiver of the right of  
homestead.Given under my hand and Notarial Seal, this 19<sup>th</sup> day of  
October, A. D. 19 67*S. C. Gray*

Notary Public



M	NAME	First State Bank of Forrest
A	ADDRESS	Forrest, Illinois
L	CITY AND STATE	L
T O		

# TRUST DEED

No.....

Bertice W. Moulton Jr.  
et aux

to

Wm.G. Follmer, Trustee  
FIRST STATE BANK OF FORREST, ILL.

271100

STATE OF ILLINOIS,  
County of LIVINGSTON } ss.

Filed for record 4-26  
day of November, A.D. 1957  
at 9 o'clock A.M., and recorded in  
Book 170 of Mortgag

Mortgages, Page 257 and examined.  
Marie J. Cott  
Recorder.

PHOTOCOPY FILED & INDEXED

Notary Public

day of November, A.D. 1957.

Given under my hand and Notarized seal this First

in set forth, including the release and waiver of the right of homestead.

theirs free and voluntary act, for the uses and purposes here-

and acknowledged that they signed, sealed, and delivered said instrument as

subscribed to the foregoing instrument, appeared before me this day in person,

personally known to me to be the same person whose name they

Bertice W. Moulton Jr. and Edith Louise Moulton, Husband and Wife

County, in the State aforesaid, do hereby certify that

said in and for the aforesaid Notary Public

County of Livingston } ss. I, R.D. Hippman

STATE OF Illinois } ss. I, R.D. Hippman

FIRST STATE BANK OF  
FORREST, ILL.  
400cl.

BERTICE W. MOULTON JR.

This Indenture Witnesseth, That BERTICE W. MOULTON JR AND EDITH LOUISE

MOULTON, HIS WIFE,

of Village of Forrest County of Livingston and State of Illinois  
 HEREBY CONVEY AND WARRANT TO  
 WM.G. FOLLMER, AS

Trustee Forrest First State Bank  
 of Forrest, of the Village of Forrest County of Livingston  
 and State of Illinois

the following described Real Estate, to-wit:

West One-half of Lot Four (4), in Block Twenty-Three (23)  
 in the Original Town of Fairbury,

situated in the County of Livingston in the State of Illinois to secure the payment of Sixty Six Hundred (\$6600) & NO/100 Dollars, as evidenced by their promissory note dated November 1 1957 for # Sixty Six Hundred (\$6600) - - - - - & NO/100 - - - - - Dollars, falling due in Monthly installments of \$50.00 each, on the First Day of each month thereafter on the principal thereof, plus interest accruing thereon, at the rate of ~~bearing~~ Five (5) per cent interest per annum until due, ~~interest being payable~~ annually per due and payable. Said notes are all executed by Bertice W. Moulton Jr. and Edith Louise Moulton to the order of themselves

and are payable at First State Bank of Forrest, Forrest, Ill.

and are to draw 7 per cent interest per annum after due and payable at

First State Bank of Forrest, Forrest, Ill.

Prepayment of principal permitted without penalty or fee.

It is expressly understood that a release of this Trust Deed by Trustee herein, or his successor, shall be sufficient to release the lien hereunder, whether made before or after maturity of the indebtedness secured hereby. In case of the refusal or inability of said Wm.G. Follmer, as Trustee to act, from death or removal from Illinois, or any other cause, then R.D. Hippen or the acting sheriff of said Livingston County is hereby appointed his successor in trust, and shall thereafter perform all acts necessary in the execution of these trusts. And the said Bertice W. Moulton Jr. & Edith Louise Moulton by covenant and agree with the said party of the second part, their heirs, executors, administrators, and assigns, that they will pay said principal and interest notes at the time, place and in the manner therein specified, and that they will pay the taxes and all assessments each year on said premises before the same shall be offered for sale for delinquent taxes and that they will cause the buildings on said premises to be insured and kept insured in some reliable insurance company, the company to be approved by the Trustee, and the policy assigned to the party of the second part herein for their benefit as their interest may appear, and that upon a failure to pay any part or all or any one of said principal or interest notes, when due, or upon failure to pay the taxes or assessments in any year as herein stipulated, or to insure and keep insured the buildings on said premises as herein provided, then and in that case, or in either case, at the option of the legal holder of said notes, the entire indebtedness secured hereby may be declared due and payable at once, and foreclosure of this Deed of Trust may be commenced as though all of said notes had fully matured; and in case of foreclosure of this Deed of Trust being commenced, or suit brought at law upon any or all of said principal and interest notes, the Court shall tax up with the costs a sum not to exceed Three Hundred

Dollars, as an attorney's fee to be collected as a part of the debt hereby secured, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. In case of proceedings being instituted for a foreclosure of this Deed of Trust, upon application, the Court shall appoint a receiver to collect all rents and profits of said premises and apply the same to the payment of said indebtedness, and the party of the first part hereby agrees to surrender immediate and peaceful possession of said premises to any such receiver

Dated this First Day day of November, A. D. 19 57

Signed, sealed and delivered in the presence of

Bertice W. Moulton ✓ (SEAL)  
 Edith Louise Moulton ✓ (SEAL)  
 (SEAL)  
 (SEAL)

63853

State of Illinois )  
:ss  
Livingston County )

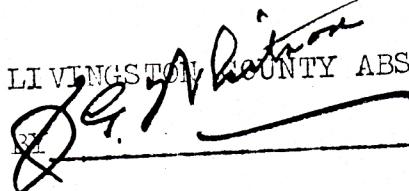
We hereby certify that we have examined the records of said County and have noted on the foregoing Abstract of Title all Conveyances, Mortgages, Judgments, Levies, Mechanics' Liens or Tax Sales which appear thereon which in any way affect the title to said premises from June 6, 1957 at 5 o'clock P.M. to the present time.

This examination consists of four entries, numbered from one to four, both inclusive.

The instruments mentioned herein are regular in form, signature and acknowledgment and recite a valuable consideration unless otherwise specified.

Dated at Pontiac, Illinois, this 29th day of April A.D. 1958  
at 5 o'clock P.M.

LIVINGSTON COUNTY ABSTRACT COMPANY

 President.